

SECTION 1. GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The Department of Budget & Management (DBM) is issuing this Request for Proposals (RFP) to procure Information Technology (IT) services. The State of Maryland (the State) has a sizable and growing investment in information technology. The objective of this solicitation is to enable Maryland State government to procure information technology services in a timely and economical manner. Through the contracts resulting from this solicitation, Maryland will have a flexible means of obtaining IT resources quickly, efficiently, and cost effectively by issuing Master Task or Task Orders specific to its needs. This procurement is designed to provide Maryland with highly skilled and responsible Contractor(s) with a wide variety of expertise pertaining to information technology.

The scope of this Contract encompasses eight (8) primary functional areas. The functional areas are as follows:

- a) Enterprise Service Provider (ESP)
- b) Electronic Commerce (EC)/Electronic Data Interchange (EDI) Support
- c) Electronic Document Management
- d) Geographical Information Systems (GIS)
- e) Software Engineering
- f) Systems/Facilities Management and Maintenance
- g) Information System Security Support Services
- h) Application Service Provider (ASP)

Offerors may submit offers for any or all of the listed functional areas. Master Task or Task Orders may be issued to support any of these functional areas by the State. The Contract (or Contracts) resulting from this procurement will be an Indefinite Delivery, Indefinite Quantity (ID/IQ) contract. Fixed Price (FP) and Time and Materials (T&M) not to exceed ceiling Tasks Orders may be issued under this Contract, as appropriate to the type of services being requested. In addition, business beneficial and revenue neutral concepts may be applied to Master Task or Task Orders under this Contract.

The value of a single Task Order will not exceed \$500,000; however, Master Tasks, to a single contractor, composed of several Task Orders may be constructed for larger projects. That is, a Master Task comprised of multiple Task Orders may be used to incrementally develop a project. The State agency issuing the Master Task will provide written notice to the Contractor in order to begin work on each Task Order comprising the Master Task. The State may terminate the Task Order and/or Master Task if deliverables are not met within each Task Order.

The Contract will be for a base period of three (3) years, and at the State's sole option, two (2) additional, successive one-year terms.

The State intends to award up to the following number of Contracts to qualified offerors in each functional area:

Functional Area	Maximum Number of Contract Awards Per Functional Area
Enterprise Service Provider	5
Electronic Commerce/Electronic Data Interchange Support	5
Electronic Document Management	3
Geographical Information Systems	3
Software Engineering	5
Systems/Facilities Management and Maintenance	3
Information System Security Support Services	3
Application Service Provider	3
Maximum Number of Awards Under Contract	30

All contractor's receiving an award for a functional area will receive all task orders in that functional area.

It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the successful Contractor(s) and the State. However, this Contract will not be a requirements contract and is not to be construed to require the State to purchase exclusively from the Contract. The State reserves the right to make multiple awards and/or to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the Contractor(s).

1.2 DEFINITIONS

Acronyms and terms used in this RFP are defined in Attachment H.

1.3 ISSUING OFFICE

The sole point of contact in the State for purposes of this RFP is the Procurement Officer at the Issuing Office address listed below:

Department of Budget and Management
Office of Policy Analysis, Procurement Unit
45 Calvert Street, Suite 137
Annapolis, Maryland 21401
Telephone #: 410-260-7683
Fax #: 410-974-3274
E-mail: bbowser@dbm.state.md.us

The Procurement Officer is William M. Bowser

A copy of this RFP can also be obtained from the Department's Internet web site. The address is <http://www.dbm.state.md.us> (select: procurement).

1.4 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on March 10, 2000 beginning at 10:00 a.m. at the Department of General Services' Auditorium, 300 West Preston Street, Baltimore, Maryland 21201. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. The conference will be recorded. A copy of the transcript of the pre-proposal conference will be made available to potential Offerors at a nominal charge directly from the transcription company. In addition, minutes of the conference will be distributed, free of charge, to all vendors who are known to have received the RFP. Both written and verbal questions will be considered at the pre-proposal conference.

All questions, either verbal or written, should be submitted in a timely manner. In the case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions which have not previously been answered will be distributed to all vendors who are known to have received the RFP.

1.5 PROPOSAL DUE (CLOSING) DATE

An original unbound and ~~ten (10)~~ **five (5)** bound copies each of the Technical Proposal (Volume I) and Financial Proposal (Volume II) must be received at the Issuing Office no later than 2:00 p.m. local time, Friday, ~~April 28, 2000~~ **May 12, 2000**, in order to be considered. Enclose an electronic version of the Technical Proposal and the Financial Proposal on separate diskettes in MS Word (no earlier version than MS Word 7.0 or earlier) format, **CD ROMs, or zip disks in MS Word or Excel 7.0 or earlier, WordPerfect 8.0 or earlier, or other formats readily convertible to the software designated of each volume are to be submitted. The electronic versions are to be labeled and packaged with the original copy of the appropriate proposal volume.**

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Except as provided in COMAR 21.05.02.10, the proposals are to be received by the Issuing Office, no later than Friday, ~~April 28, 2000~~ **May 12, 2000** at 2:00 p.m., local time. Proposals may not be submitted by e-mail or facsimile.

1.6 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.7 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgment of the receipt of all amendments to this RFP must accompany the Offeror's proposal. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

1.8 CANCELLATIONS/DISCUSSIONS

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified, or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.9 ORAL PRESENTATION

Offerors may be required to make individual presentations to State representatives in order to clarify their proposals. Any statement made by an Offeror during an oral presentation that significantly alters its proposal must be reduced to writing. Any such written submission becomes a part of the Offeror's proposal.

1.10 INCURRED EXPENSES

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.11 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP.

1.12 PROTESTS/DISPUTES

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.13 MULTIPLE OR ALTERNATIVE PROPOSALS

Submitting proposals for more than one category is not considered a multiple or alternate proposal. Neither multiple nor alternate proposals will be accepted.

1.14 ACCESS TO PUBLIC RECORDS ACT NOTICE

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. This information is to be placed after the Title Page and before the Table of Contents in both the technical and financial proposals. Respondents are advised that, upon request for this information from a third party, the Department is required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.15 OFFEROR RESPONSIBILITIES

The selected Offerors shall be responsible for all products and services required by this RFP. Subcontractors, excluding those used to meet MBE participation goals, must be identified and a complete description of their role relative to the proposal must be included in the Offeror's proposal. Additional information regarding MBE subcontractors is required under paragraph 1.19 below.

1.16 MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.17 BID/PROPOSAL AFFIDAVIT

All proposals submitted by an Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.18 CONTRACT AFFIDAVIT

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided at the time of Contract award.

1.19 MINORITY BUSINESS ENTERPRISES (MBE)

A minority business enterprise participation goal **will be established for each task order with an aggregate goal for each contract award** of 15% ~~has been established for Contracts resulting from this RFP.~~ MBE participation in work performed under this contract will be monitored by the State. See Attachment D for details.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is (410) 865-1244.

The directory is also available at <http://www.mdot.state.md.us> and select the MBE Program label. The most current and up-to-date information on MBE's is available on this web site.

1.20 ARREARAGES

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.21 PROCUREMENT METHOD

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.22 CONTRACT DURATION

The Contract resulting from this RFP shall be for a three year period beginning on or about February 21, 2001 and ending on or about March 30, 2004. A Task Order end date may extend beyond the contract end by no more than 12 months. Task orders that extend beyond the contract end will be billed at the then current contract year rates for the appropriated functional area and for that period of time that extends beyond the contract end. The State, at its sole option, shall have the right to extend the Contract term for two additional, successive one-year terms. All prices for labor and services as offered in Attachment E are binding on the selected contractors for the term of the contract and any options the State may exercise.

1.23 CONTRACT TYPE

The Contract shall be an indefinite quantity contract as defined in COMAR 21.06.03. Fixed Price (FP) and Time and Materials (T&M) Master Task or Task Orders will be issued. In addition, the concept of business beneficial and revenue neutral may be included in Master Task or Task Orders issued under this Contract depending on the functional area.

The following definitions of task orders are provided:

- Fixed Price (FP) task orders provide a service or set of services for a price that is not subject to adjustment because of variations in the contractor's costs.
- Time and Materials (T&M) not to exceed ceiling task orders provide for the procurement of supplies or services based on direct labor hours billed at specific contract fixed hourly rates (including profit and overhead) up to a cost

ceiling. Material charges can not exceed the contractor's invoiced cost of materials. Materials consumed by the contractor specifically for this contract will not be invoiced separately and should be included in your overhead.

- Business beneficial task orders provide for a designated portion of the monies saved by the State as a direct result of the service provided to be awarded to the contractor.
- Revenue neutral task orders provide for the procurement of services without charge to the State regardless of the actual costs incurred; and the costs are paid by a third party (or parties).

1.24 RECIPROCAL PREFERENCE

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, according to COMAR 21.05.01.04, the Department may apply, where applicable, the same preference against an out-of-State business that the business's home state would apply against a vendor whose principal office or base of business is located in Maryland.

1.25 PERFORMANCE EVALUATIONS

The State of Maryland agencies utilizing this Technical Services Procurement Contract must submit a performance evaluation of the Contractor(s) at the end of each six (6) month period and at the termination of each Master Task or Task Order. The evaluation will consist of questions relative to the Contractor's performance on the Master Task or Task Order. Survey responses will be used to calculate an overall score for that Master Task, Task Order, or quarterly evaluation period.

Attachment J is a sample of the form (or general list of criteria) that may be used by the State to evaluate Contractor performance. The State agencies may optionally require the Contractor to fill out the performance evaluation forms (self-evaluation). The State agency will make the final judgement regarding the Contractor's performance. The Contractor will be provided a copy of the State's evaluation of the Contractor's performance. If a conflict occurs, the State's Contracting Office for the TSP Contract will make the final determination. The performance evaluation information will be held in a database accessible to all State agencies.

During the course of this Contract, each Contractor must maintain an average rating of seventy five percent (75%) or better on each performance evaluation for that category of service(s).

1.26 CONTRACT EXTENDED TO INCLUDE OTHER NON-STATE GOVERNMENTS OR AGENCIES

For the purposes of information technology or telecommunications procurements, pursuant to §3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-state governments or agencies may purchase from the contractor goods or services covered by this contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies: (1) shall constitute contracts between the contractor and that government or agency; (2) shall not constitute purchases by the State or State agencies under this contract; (3) shall not be binding or enforceable against the State, and (5) may be subject to other terms and conditions agreed to by the contractor and the purchaser. Contractor bears the risk of determining whether or not a government or agency with which the contractor is dealing is a State agency.

1.27 NON-VISUAL ACCESS

The bidder or offeror warrants that the information technology offered under any task order or master task order (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and, (4) is available, whenever possible without modification for compatibility with software and hardware for non-visual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than 5%.

For purposes of this regulation, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille or other audible or tactile means used for output.

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